

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

ML-2  
CONTRACT No.  
I-149-Ind-8667

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior has heretofore approved a Tribal Indian lands  
mining lease, dated December 20,, 1949, entered into by and between  
Walter O. Olson, Acting, General Superintendent, lessor,  
and Koley Black, lessee,  
covering the following-described lands in the Navajo Reservation  
(Insert name of Reservation, Pueblo, Nation, etc., as needed)  
in the State of Arizona, County of Apache, containing 640 acres, as described on the  
ridar attached hereto and made a part hereof, which description and survey is  
presently on file with the Department of Interior for approval.

NOW, THEREFORE, for and in consideration of Ten and  
No/100 dollars (\$ 10.00), the receipt of which is hereby acknowl-

ged, ~~XXXX~~ Navajo Uranium Company, a Colorado Corporation, the owner, by approved  
assignments, of an undivided three-fourths interest in

*get*  
~~the above-described~~ the above-described lease, hereby bargains, sells, transfers, assigns, and conveys, subject to  
the provisions of amendment hereto attached,  
all of its right, title, and interest in and to said lease,

*get*  
subject to the approval of the Secretary of the Interior, to Kerr-McGee Oil Industries, Inc.,  
a Delaware Corporation. ~~XXXX~~ This instrument includes also the  
amendment of 5 pages executed by the assignee for the benefit of the Navajo Tribe.  
Said assignment to be effective from date of approval hereby by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor has hereunto set its hand and seal, this 8th  
day of May, 19 52.

ATTEST:

Arthur L. Wood  
Secretary

NAVAJO URANIUM COMPANY

By J. A. McQuinn  
President

**ACKNOWLEDGMENT OF CORPORATION**

STATE OF COLORADO }  
COUNTY OF MONTEZUMA } ss:

Before me, a notary public, in and for said county and State on this 8th day of May, 1952, personally appeared G. R. Kennedy to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires May 17, 1953. Notary Public.

**ACKNOWLEDGMENT OF INDIVIDUAL**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

Before me, a notary public, in and for said county and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires \_\_\_\_\_, 19\_\_\_\_. Notary Public.

**ACCEPTANCE BY ASSIGNEE**

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set its hand and seal this 8th day of May, 1952.

ATTEST:

S. P. Robinson  
Ass't. Secretary

KERR-MCGEE OIL INDUSTRIES, INC.

BY: J. C. Love  
Vice President

**CONSENT OF SURETY**

The \_\_\_\_\_, of \_\_\_\_\_, surety for \_\_\_\_\_ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

UNITED STATES  
DEPARTMENT OF THE INTERIOR,

Washington, D. C., \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Commissioner, Indian Affairs.

-11603-2 U. S. GOVERNMENT PRINTING OFFICE

DESCRIPTION  
KOLEY BLACK LEASE #8667 - PARCEL NO. 1  
(Commonly called Mesa No. 1)

Beginning at a point on Parcel No. 1 on the ore rim marked by a pruned pine tree whose geographical co-ordinates are Latitude  $36^{\circ}-31'-31.08$  North, Longitude  $109^{\circ}-13'-15.20$  West of Greenwich. Luka, a U. S. Geological Survey Triangulation Station (Latitude  $36^{\circ}-30'-13.42$  North, Longitude  $109^{\circ}-11'-49.42$  West) bears S  $41^{\circ}-43'-43"$  E a distance of 10,521.9 feet from the point of beginning; thence N.  $16^{\circ}-30'$  W a distance of 1721 feet; thence S  $72^{\circ}-45'$  W a distance of 675 feet; thence S  $5^{\circ}-30'$  W a distance of 913 feet; thence, S  $24^{\circ}-20'$  E a distance of 2190 feet; thence, S  $35^{\circ}-40'$  E a distance of 622 feet; thence, S  $40^{\circ}-40'$  E a distance of 1400 feet; thence, S  $75^{\circ}-30'$  W a distance of 2700 feet; thence, due South a distance of 700 feet; thence, N  $75^{\circ}-30'$  E a distance of 3190 feet; thence, N  $25^{\circ}$  E a distance of 2950 feet; thence, N  $53^{\circ}$  E a distance of 1170 feet; thence, N  $80^{\circ}$  W a distance of 1790 feet to the point of beginning, containing 246 acres more or less as surveyed by Thomas L. Tripp, Engineer, in September, 1950.

KOLEY BLACK LEASE #8667 - PARCEL NO. 2  
(Commonly called Mesa No. 2 - North Part)

Beginning at the Northeast corner of Parcel No. 2 marked by a pruned pine tree whose geographical co-ordinates are Latitude  $36^{\circ}-31'-56.42$  North, Longitude  $109^{\circ}-13'-47.62$  West of Greenwich, Luka, a U. S. Geological Survey Triangulation Station (Latitude  $36^{\circ}-30'-13.42$  North, Longitude  $109^{\circ}-11'-29.42$  West) bears S  $42^{\circ}-49'-12"$  E a distance of 14,198.3 feet from the point of beginning; thence, due West a distance of 300 feet; thence S  $20^{\circ}-30'$  W a distance of 1950 feet; thence, due South a distance of 1905 feet; thence, N.  $88^{\circ}$  W a distance of 1321 feet; thence N  $24^{\circ}-10'$  W a distance of 1215 feet; thence, N  $1^{\circ}-37'$  E a distance of 2579 feet to the point of beginning, containing 72 acres, more or less as surveyed by Thomas L. Tripp, Engineer, in September 1950.

KOLEY BLACK LEASE #8667 - PARCEL NO. 3  
(Commonly called Mesa No. 6)

Beginning at the Southwest corner of Parcel No. 3 marked by a small pine log driven in a sandstone crevice whose geographical co-ordinates are Latitude  $36^{\circ}-29'-55.69$  North and Longitude  $109^{\circ}-15'-19.30$  West of Greenwich; thence, S  $23^{\circ}-56'-48"$  E a distance of 6572.2 feet to the Southeast corner marked by a pruned pine tree whose geographical co-ordinates are  $36^{\circ}-28'-56.29$  North and Longitude  $109^{\circ}-14'-46.63$  West of Greenwich, Luka a U. S. Geological Survey Triangulation Station (Latitude  $36^{\circ}-30'-13.42$  North, Longitude  $109^{\circ}-11'-49.42$  West) Bears N  $61^{\circ}-39'-33"$  E a distance of 16,439.3 feet from said Southeast corner; thence, N.  $36^{\circ}-15'-38"$  E a distance of 3040 feet to the Northeast corner; thence, N  $33^{\circ}-45'-32"$  W a distance of 6130 feet to the Northwest corner; thence, S  $34^{\circ}-29'-56"$  W a distance of 1870 feet to the point of beginning, containing 320 acres more or less as surveyed by Thomas L. Tripp, Engineer, in September 1950. The Southwest and the Southeast corners were corrected for bearing and distance which made slight corrections in the above metes and bounds description.

ML-1  
ML-2

ASSIGNMENT

WITNESSETH, That:

THAT, a certain "Agreement" was made and entered into as of the 30th day of April, 1950, recorded in Book No. 5 of A & L at pages 170-181 of the records of Apache County, Arizona, by and between Dan Phillips (herein called "Phillips"), a Navajo Indian residing at Kayenta, Arizona, and Koley Black, (herein called "Black"), a Navajo Indian residing at Kayenta, Arizona, jointly and severally, and P. A. Satton, Inc. (whose corporate name was subsequently changed to "Navajo Uranium Company"), a Colorado corporation, duly organized and licensed to do business and hold property under the laws of the State of Arizona, with offices at Cortez, Colorado, (hereinafter sometimes variously called "Assignor" or "Navajo"), and

THAT, pursuant to the terms of the aforesaid Agreement Navajo acquired the right to and became entitled to operate, for mining purposes, the one-fourth interest of the aforesaid Koley Black in that certain Mining Lease on Indian Tribal Lands situated in Apache County, Arizona, on file with and approved by the Bureau of Indian Affairs under Contract No. I-119-Ind-8667, and said Navajo also acquired the right to operate, for mining purposes, that certain one-fourth interest of the said Dan Phillips in that certain Mining Lease on Indian Tribal Lands situated in Apache County, Arizona, on file with and approved by the Bureau of Indian Affairs under Contract No. I-119-Ind-8666, both of which leases, as modified and/or supplemented or extended, and the lands covered thereby, are hereinafter more particularly described and identified in Exhibit "A", attached hereto and made a part hereof; and,

WHEREAS, Assignor has agreed to sell and transfer, subject to those terms and conditions contained in said AGREEMENT, and, Kerr-McGee Oil Industries, Inc., a Delaware corporation, duly authorized and licensed to do business and hold property under the laws of the State of Arizona, with its principal office at Oklahoma City, Oklahoma, and having an operating office at Cortez, Colorado, (hereinafter sometimes variously called "Kerr-McGee" or "Assignee"), has agreed to purchase and receive all of the mining and operating interests in the aforesaid mining leases which the said Phillips and Black have been granted to Navajo; and,

THIS, Assignor herein is desirous of vesting Assignee herein with all of Assignor's rights, duties and obligations imposed upon Assignor by the terms of the aforesaid AGREEMENT for the considerations hereinafter recited.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and of the mutual covenants and agreements contained in said AGREEMENT to be faithfully kept and performed, the undersigned, Navajo Uranium Company does hereby bargain, sell, transfer, assign and convey unto Kerr-McGee Oil Industries, Inc., its successors and assigns, subject to the reservations in favor of Assignor contained in said AGREEMENT of April 5, 1950, all of its privileges, rights, duties, obligations and interests in and to the mining leases and interests therein, hereinafter in said Exhibit "A" more particularly described and set forth, and not otherwise, and Assignee by its acceptance hereof does hereby agree to perform and discharge all of Assignor's duties and obligations arising out of said AGREEMENT, all with the same force and effect as though Assignee had this date been substituted for Assignor in said AGREEMENT of April 5, 1950.

IN WITNESS WHEREOF, Assignor has executed this instrument on this the 18th day of May, 1952



Arthur L. Wood  
Secretary

NAVAJO URANIUM COMPANY

By J. A. Kneub  
President

KERR-MCGEE OIL INDUSTRIES, INC. does hereby accept the within and foregoing assignment and agrees to be bound by all of the terms, provisions and conditions therein set forth.

Noted this 8th day of May, 1952.



J. Robinson  
Asst. Secretary


KERR-MCGEE OIL INDUSTRIES, INC.

By F. C. Lane  
Vice-President

COUNTY OF COLORADO §  
§ SS  
COUNTY OF MONTGOMERY §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of May, 1952, personally appeared A. R. Kennedy to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires:  
May 17, 1953

Joseph A. [Signature]  
Notary Public  


STATE OF OKLAHOMA §  
§ SS  
COUNTY OF OKLAHOMA §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of May, 1952, personally appeared F. C. Love to me known to be the identical person who subscribed the name of Kerr-McGee Oil Industries, Inc. to the foregoing instrument as its Vice-President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires:  
10-19-52

Paula [Signature]  
Notary Public



EXHIBIT "A"

Attached to and made a part of that certain Assignment dated the 8th day of  
May, 1952, by and between Navajo Uranium Company and Kerr-McGee Oil  
Industries, Inc.

Undivided one-fourth (1/4) interest in:

1. Mining Lease - Tribal Indian Lands

Contract No. I-149-Ind-8666

Dated: December 20, 1949, approved by U. S. Department of Interior  
March 23, 1950.

Lessor: Walter O. Olson, Acting General Superintendent for and on  
behalf of Navajo Tribe of Indians.

Lessee: Dan Phillips

Lands Covered: By Amendment to Lease: PARCEL NO. 1,  
Commonly called South part of Mesa 2 and Mesa No. 2 1/2

Beginning at the Northeast corner of Parcel No. 1 which is  
the Southeast corner of Mesa No. 2, north part; thence N 65°  
W, a distance of 1321 feet; thence, due South a distance of  
2095 feet; thence, due West a distance of 666 feet; thence,  
due North a distance of 2200 feet; thence, due West a distance  
of 324 feet; thence S 37° - 15' W a distance of 3900 feet;  
thence, due East a distance of 5100 feet; thence, due North a  
distance of 2000 feet; thence, N 24° - 10' W a distance of  
1050' to the point of beginning, containing 200 acres more  
or less, as surveyed by Thomas L. Tripp, Engineer, in September,  
1950.

PARCEL NO. 2,  
Commonly called Mesa No. 4

Beginning at the Northeast corner of Parcel No. 2 which is  
marked by a pruned pine tree whose geographical co-ordinates  
are Latitude 36° - 32' - 03."94 North and Longitude 109° -  
14' - 14."08 West of Greenwich, Luka, a U. S. Geological Survey  
Triangulation Station (Latitude 36° - 30' - 13."42 North, Longitude  
109° - 11' - 49."42 West) bears S 45° - 35' - 05."8 a distance of  
16,259.7 feet from the point of beginning; thence, N. 53° E.  
a distance of 500 feet; thence S 37° W a distance of 6800 feet;  
thence S 53° E a distance of 1520 feet; thence N 37° E a distance  
of 3439 feet; thence, N 20° E a distance of 3430 feet to  
the point of beginning, containing 198 acres more or less, as  
surveyed by Thomas L. Tripp, Engineer, in September, 1950.

PARCEL NO. 3,  
Commonly called Mesa No. 5

Beginning at the Northeast corner on Parcel No. 3, a point  
marked by a pruned pine tree whose geographical co-ordinates  
are Latitude 36° - 32' - 39."51 North, Longitude 109° - 14' - 24."68  
West of Greenwich, Luka, a U. S. Geological Survey Triangulation  
Station (Lat. 36° - 30' - 13."42 N, Long. 109° - 11' - 49."42  
West) bears S 40° - 37' - 31."8 E a distance of 19,461.7 feet from  
the point of beginning; thence, S 72° W a distance of 5240  
feet to the Northwest corner; thence, S 60° E a distance of  
2250 feet to the Southeast corner; thence N 71° E a distance of  
330 feet to a corner; thence, N 30° W a distance of 530  
feet to a corner; thence N 22° - 30' E a distance of 810 feet  
to a corner; thence, S. 51° - 30' E a distance of 1665 feet to  
a corner; thence N 47° E a distance of 2085 feet to the Southeast  
corner; thence, N 19° W a distance of 920 feet to the  
point of beginning, containing 130 acres, more or less, as  
surveyed by Thomas L. Tripp, Engineer in September, 1950 and  
revised May 7, 1951 after joint survey for division of Mesa  
No. 5 with Cato Sells.

EXHIBIT "A"

Recorded: Book 3 of Mining Claims, page 621-622, Records of Apache County, Arizona.

2. Mining Lease - Tribal Indian Lands

Contract No. I-149-Ind-0667

Dated: December 20, 1949, approved by U. S. Department of Interior March 23, 1950.

Lessor: Walter C. Olson, Acting General Superintendent for and on behalf of Navajo Tribe of Indians.

Lessee: Koley Black

Lands Covered: By Amendment to Lease: PARCEL NO. 1,  
Commonly called Mesa No. 1

Beginning at a point on Parcel No. 1 on the ore rim marked by a pruned pine tree whose geographical co-ordinates are Latitude  $36^{\circ}-31'-31.403$  North, Longitude  $109^{\circ}-13'-15.420$  West of Greenwich, Lika, a U. S. Geological Survey Triangulation Station (Latitude  $36^{\circ}-30'-13.442$  North, Longitude  $109^{\circ}-11'-49.442$  West) bears S  $42^{\circ}-43'-43"$  E a distance of 10,521.9 feet from the point of beginning; thence N.  $16^{\circ}-30'$  W a distance of 1721 feet; thence S  $72^{\circ}-45'$  W a distance of 675 feet; thence S  $5^{\circ}-30'$  W a distance of 913 feet; thence, S  $24^{\circ}-20'$  E a distance of 2190 feet; thence, S  $35^{\circ}-40'$  E a distance of 622 feet; thence, S  $40^{\circ}-40'$  E a distance of 1400 feet; thence, S  $75^{\circ}-30'$  W a distance of 2700 feet; thence, due South a distance of 700 feet; thence, N  $75^{\circ}-30'$  E a distance of 3190 feet; thence, N  $25^{\circ}$  E a distance of 2950 feet; thence, N  $53^{\circ}$  E a distance of 1170 feet; thence, N  $80^{\circ}$  W a distance of 1790 feet to the point of beginning, containing 248 acres more or less as surveyed by Thomas L. Tripp, Engineer, in September, 1950.

PARCEL NO. 2,  
Commonly called Mesa No. 2 - North Part

Beginning at the Northeast corner of Parcel No. 2 marked by a pruned pine tree whose geographical co-ordinates are Latitude  $36^{\circ}-31'-56.442$  North, Longitude  $109^{\circ}-13'-47.462$  West of Greenwich, Lika, a U. S. Geological Survey Triangulation Station (Latitude  $36^{\circ}-30'-13.442$  North, Longitude  $109^{\circ}-11'-29.442$  West) bears S  $42^{\circ}-49'-12"$  E a distance of 14,193.3 feet from the point of beginning; thence, due West a distance of 300 feet; thence S  $20^{\circ}-30'$  W a distance of 1950 feet; thence, due South a distance of 1905 feet; thence, N.  $80^{\circ}$  W a distance of 1321 feet; thence N  $24^{\circ}-10'$  W a distance of 1215 feet; thence, N  $1^{\circ}-37'$  E a distance of 2579 feet to the point of beginning, containing 72 acres, more or less as surveyed by Thomas L. Tripp, Engineer, in September 1950.

PARCEL NO. 3,  
Commonly called Mesa No. 6

Beginning at the Southwest corner of Parcel No. 3 marked by a small pine log driven in a sandstone crevice whose geographical co-ordinates are Latitude  $35^{\circ}-29'-55.469$  North and Longitude  $109^{\circ}-15'-19.430$  West of Greenwich; thence, S  $23^{\circ}-56'-40"$  E a distance of 6372.2 feet to the Southeast corner marked by a pruned pine tree whose geographical co-ordinates are  $36^{\circ}-23'-55.422$  North and Longitude  $109^{\circ}-14'-46.463$  West of Greenwich, Lika a U.S.



EXHIBIT "A"

Geological Survey Triangulation Station (Latitude  $35^{\circ}-30'-13.412$  North, Longitude  $109^{\circ}-11'-49.412$  West) bears N  $61^{\circ}-39'-33''$  E a distance of 16,439.3 feet from said Southeast corner; thence, N.  $35^{\circ}-15'-30''$  E a distance of 3040 feet to the Northeast corner; thence, N  $33^{\circ}-45'-32''$  W a distance of 6130 feet to the Northwest corner; thence, S  $34^{\circ}-20'-56''$  W a distance of 1870 feet to the point of beginning, containing 320 acres more or less as surveyed by Thomas L. Tripp, Engineer, in September 1950. The Southwest and the Southeast corners were corrected for bearing and distance which made slight corrections in the above metes and bounds description.

Recorded:

Book 3 of Mining Claims, page 623-624, Records of Apache County, Arizona.